

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

In re:

KRIS DANIEL ROGLIERI,

Case No. 24-10157-REL
Chapter 7

Debtor.

In re:

PRIME CAPITAL VENTURES, LLC,

Case No. 24-11029-REL
Chapter 11

Debtor.

**STIPULATION RESOLVING AND WITHDRAWING THE LIMITED
OBJECTION AND RESERVATION OF RIGHTS OF DENALI STATE
BANK AND WOODSIDE CREDIT, LLC TO THE JOINT MOTION OF
PRIME CAPITAL VENTURES, LLC AND CHRISTIAN H.
DRIBUSCH, AS CHAPTER 7 TRUSTEE FOR THE ESTATE OF KRIS
DANIEL ROGLIERI, FOR AN ORDER PURSUANT TO FED. R.
BANKR. P. 9019 APPROVING A CERTAIN STIPULATION OF
SETTLEMENT BETWEEN THE DEBTORS' ESTATES AND THE
UNITED STATES OF AMERICA REGARDING THE
GOVERNMENT'S CIVIL FORFEITURE CLAIMS**

WHEREAS, on December 30, 2024, Prime Capital Ventures, LLC ("Prime") and Christian H. Dribusch, in his capacity as chapter 7 trustee (the "Roglieri Trustee," and together with Prime, the "Movants") of the bankruptcy estate of Kris Daniel Roglieri ("Roglieri," and together with Prime, the "Debtors"), filed a joint-motion (the "Motion") seeking the entry of an order, pursuant to Fed. R. Bankr. P. 9019, approving a certain stipulation between the Movants and the United States of America (the "Government," and together with the Movants, the "Parties"), resolving the Government's civil forfeiture claims and providing for the Debtors' estates' receipt of certain seized property, a copy of which is annexed to the Motion as Exhibit A (the "Stipulation") [Prime Dkt. No. 105]; and

WHEREAS, Denal State Bank (“Denali”) and Woodside Credit, LLC (“Woodside,” and together with Denali, the “Secured Creditor”), filed a limited objection (the “Limited Objection”) to the Motion over a concern, among potentially others, that the Stipulation’s prescribed sale of the Secured Creditor’s collateral, a certain 2020 Lamborghini (VIN: ZHWUM6ZD9LLA09436) (the “Vehicle”) by the Prime bankruptcy estate rather than the Roglieri bankruptcy estate [Roglieri Dkt. No. 340];

NOW THEREFORE, the Movants and the Security Creditor (collectively, the “Parties,” each a “Party”) hereby stipulate and agree as follows:

1. Acknowledgment of Lien. The Movants acknowledge that the Secured Creditor has a valid, perfected lien against the Vehicle as evidenced by the recordation and acknowledge of the lien with the New York State Department of Motor Vehicles on the Vehicle’s title. The Movants confirm that nothing in the Motion or Stipulation seeks or purports to challenge, amend, circumvent, alter, or otherwise modify the Secured Creditor’s lien against, and rights with respect to, the Vehicle. The Movants further confirm that the Secured Creditor is deemed a party to the Prime bankruptcy case to the extent that it needs to enforce the Stipulation, this stipulation, or the Secured Creditor’s lien against the Vehicle.

2. Withdrawal of Limited Objection. The Secured Creditor hereby withdraws the Limited Objection without prejudice.

[Signatures on next page]

Dated: Albany, New York
January 27, 2025

**CHRISTIAN H. DRIBUSCH,
CHAPTER 7 TRUSTEE**

By: /s/ Christian H. Dribusch
Christian H. Dribusch, as Chapter
Trustee of the Estate of Kris Daniel
Roglieri
c/o The Dribusch Law Firm
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Tel: (518) 227-0026
Email: cdribusch@chd-law.com

Dated: New York, New York
January 27, 2025

**KLESTADT WINTERS JURELLER
SOUTHARD & STEVENS, LLP**

By: /s/ Fred Stevens
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*Counsel to Prime Capital Ventures,
LLC, Debtor and Debtor in possession*

Dated: Syracuse, New York
January 27, 2025

**HARRIS BEACH MURTHA
CULLINA PLLC**

By: /s/ Brian D. Roy
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Counsel to Secured Creditor